



U.S. Department of Housing and Urban Development

The Wanamaker Building
100 Penn Square East
Philadelphia, Pennsylvania 19107-3389

NOV 15 2011

The Honorable Regis T. McLaughlin
Mayor
City of McKeesport
500 Fifth Avenue
McKeesport, PA 15132

Dear Mayor McLaughlin:

I have enclosed a fully-executed copy of the Voluntary Compliance Agreement ("VCA") between the City of McKeesport and the Department of Housing and Urban Development (HUD) regarding the City's duty to affirmatively further fair housing. The Office of Fair Housing and Equal Opportunity (FHOO) are confident that this agreement will benefit the City of McKeesport and its residents.

Donna Chernoff, Equal Opportunity Specialist will be monitoring progress on the VCA, and will provide technical assistance. As you know, there are many requirements and deadlines in the VCA, if the City requires technical assistance in carrying out its obligation Ms. Chernoff can be reached by at 412-644-6538, by email at donna.c.chernoff@hud.gov, or by correspondence addressed to her attention at HUD's Pittsburgh Field Office: 1000 Liberty Avenue, 10th Floor, Pittsburgh, PA 15222.

We look forward to working with McKeesport and its representatives to fully implement the VCA over the next three years. Should you have any questions or concerns please do not hesitate to contact our offices.

Sincerely,

A handwritten signature in cursive script that reads "Melody Taylor-Blancher".

Melody Taylor-Blancher
Director, Region III
Office of Fair Housing and Equal Opportunity

Cc: Jane Vincent, Region III, Regional Administrator

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

**THE UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT**

AND

THE CITY OF MCKEESPORT, PENNSYLVANIA

VOLUNTARY COMPLIANCE AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
AND
THE CITY OF MCKEESPORT, PENNSYLVANIA

I. PARTIES

The parties to this Voluntary Compliance Agreement (hereafter “VCA” or “Agreement”) are the United States Department of Housing and Urban Development (hereafter “HUD”) and The City of McKeesport (hereafter “McKeesport” or “the City”), a Pennsylvania municipality. McKeesport’s main office is located at 500 Fifth Avenue, McKeesport, PA 15132. McKeesport and HUD shall hereafter be collectively referred to as “the Parties.”

II. INTRODUCTION

1. McKeesport is a municipality located in Allegheny County, Pennsylvania that receives public funds annually from HUD in the form of Community Development Block Grant (“CDBG”) funds. It also receives HOME funds through a consortia arrangement.

2. The Fair Housing Act generally, and HUD regulations in particular, provide that communities that receive CDBG and HOME funds must affirmatively further fair housing within their jurisdictions. To that end, such recipients must determine what impediments to fair housing choice exist within their jurisdictions, undertake actions to ameliorate those impediments, and maintain adequate records of the analysis used to determine the impediments, and of their efforts to overcome them. See 42 U.S.C. §3608(d) & (e)(5); 24 CFR §91.225(a)(1); 24 CFR §91.425(a).

3. Pursuant to duties prescribed by HUD regulations, McKeesport must submit a consolidated plan to HUD every five years outlining its planned CDBG- and HOME-funded activities for the upcoming five-year period. It must also annually submit an action plan to HUD stating its intentions for spending CDBG and HOME funds in the upcoming year. As well, the City must submit a Consolidated Annual Performance and Evaluation Report (“CAPER”) after the close of each program year, and report on the actual performance of the actions it undertook with its CDBG and HOME funds for the program year that just ended.

4. In each Consolidated Plan and Annual Action Plan a community submits, it must certify that it is complying with all civil rights obligations, including the requirement to affirmatively further fair housing. McKeesport has submitted such a civil

rights certification signed by an appropriate official each time it has submitted a Consolidated Plan or Annual Action Plan.

5. HUD personnel review the Consolidated Plans, Annual Action Plans, and CAPERs that McKeesport submits for compliance with all program and civil rights requirements.

6. For at least the past five years, HUD personnel in the Office of Fair Housing and Equal Opportunity ("FHEO") have found each Consolidated Plan, Annual Action Plan, and CAPER McKeesport submitted to be deficient with respect to the City's duty to affirmatively further fair housing within its jurisdiction.

7. Having concluded that the City has failed to carry out its obligation to affirmatively further fair housing, HUD has refused to accept the civil rights certification contained in the City's 2011 Annual Action Plan, and therefore rejected the City's plan as substantially incomplete.

8. In the ensuing negotiations with the City, HUD has offered to accept the City's 2011 civil rights certification provided the City enters into a binding three-year voluntary compliance agreement with terms and conditions that, if adequately performed, will satisfy the City's duty to affirmatively further fair housing for that three-year period.

9. In consideration of signing this three-year agreement, and if McKeesport's FY 2011 Annual Action Plan meets all other non-FHEO-related program requirements, HUD shall, upon McKeesport's execution of this Agreement, immediately approve the City's Action Plan and ensure that the 2011 grant funds are released as expeditiously as possible. HUD's non-FHEO-related review of the City's FY 2012 and 2013 Annual Action Plans shall follow normal review procedures.

III. GENERAL PROVISIONS

1. This Agreement shall be binding on the Parties, their employees, and their successors and assigns.

2. This Agreement does not modify any person's, or class of people's, ability to exercise their rights under the Fair Housing Act or any other law enforced or administered by HUD. This Agreement does not create any private right of action for any person or class of people who are not parties to this Agreement.

3. This Agreement does not affect HUD's ability to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.

4. Upon the Effective Date, which shall be the date of the final approving signature below, this Agreement is a public document. A copy of this Agreement shall be made available to any person for review, in accordance with the law.

5. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding McKeesport's obligations, responsibilities, or technical requirements under the Fair Housing Act or any other law enforced or administered by HUD conflicts with this Agreement, this Agreement is the controlling document from the Effective Date. This Agreement does not constitute a waiver of any other agencies' or government entities' requirements under other statutory or regulatory programs not administered by HUD.

6. In the event HUD adopts new, comprehensive regulations during the term of this Agreement that specifically impose requirements on CPD-program Recipients with respect to the duty to affirmatively further fair housing, this VCA shall terminate, and McKeesport shall be on par with all other similarly-situated Recipients with respect to the new regulations and their requirements. To the extent any of the actions taken or continuing under this VCA at the time of the final adoption of any new regulations with respect to the duty to affirmatively further fair housing can reasonably be credited to McKeesport under the new regulations' requirements, HUD shall do so, if practical under the circumstances.

7. This Agreement does not supersede, or in any manner change, the rights, obligations, and responsibilities of the Parties under any court orders, or settlements of other controversies involving compliance with civil rights statutes.

8. McKeesport shall hire or appoint a Fair Housing Officer to oversee compliance with the provisions of this Agreement. Such person shall be designated in writing and a copy of that designation shall be provided to HUD. This person shall be HUD's primary point of contact with respect to this Agreement. McKeesport agrees that it shall have notice of all correspondence and notifications when received, either actually or constructively, by this person. In hiring or appointing this person, McKeesport agrees to have the individual attend fair housing training as provided for below.

9. In the event that the Fair Housing Officer resigns or is otherwise terminated prior to the expiration of this Agreement, McKeesport shall notify HUD and designate a replacement within fifteen (15) business days of such resignation or termination. The replacement shall be appointed in writing and McKeesport shall provide a copy of the appointment letter to HUD within five days of the appointment.

10. Notwithstanding the provisions of Paragraph III.7 above, this Agreement and the requirements herein are controlling in the event a court orders McKeesport to provide any lesser remedies than the requirements stated in this Agreement, provided HUD is not a party to the action resulting in the order.

11. McKeesport will provide all notices, correspondence and other communications that this Agreement requires to be disseminated in alternate formats, upon request.

IV. SPECIFIC PROVISIONS

A. Corrective Actions

McKeesport agrees that it shall accomplish the following corrective actions:

1. Fair Housing Education and Outreach:

The City will sponsor by advertising and providing a forum for two Fair Housing training events per year with HUD FHEO providing the actual training. One Fair Housing training event will be held for the general public and one for housing-related professionals, and landlords. The City will advertise the events to attract the targeted audience. The City will provide the venue for the events. HUD personnel will conduct the Fair Housing training, and the specific subjects to be covered in the training shall be jointly agreed upon by the City and HUD in advance of the training. The City shall determine, and inform HUD of the date and place of each training event at least five months prior to the date.

2. McKeesport Human Relations Commission (HRC):

Within 6 months of the effective date of this agreement, the City will provide HUD with a copy of the McKeesport Human Relations Commission Ordinance and a report on the HRC that catalogues the HRC's accomplishments under each of its functions, powers, and duties, as provided for in the ordinance, for the last three years. The report must propose ways to improve the HRC's functions, so that they are effectively using their full authority under the HRC Ordinance. If, after receiving the information, HUD determines that the HRC was ineffective during the three-year reporting period, then the City must propose changes to the existing ordinance, for the City Council's consideration, to make the HRC more effective.

3. Designate a City of McKeesport Fair Housing Officer:

The Fair Housing Officer should have at least two years of college education (four year degree preferred) in one of the social sciences or equal job experience as deemed appropriate by the City of McKeesport. It is desired that he or she have strong, demonstrated organizational, networking, analytical, and problem-solving skills. The Fair Housing Officer will:

- Develop and maintain contacts with Fair Housing organizations, enforcement agencies, and other Fair Housing advocacy groups in Allegheny County. The City shall provide HUD a log of all contacts

with such organizations and agencies with each quarterly report. Each log entry shall specify the date and time of the contact, the name of the person with whom the contact was made, the method of contact (in-person, telephonic, email, etc.), and provide a brief description actions taken, during this contact.

- Attend fair housing professional training including, if practical, HUD's National Fair Housing Training Academy. This person must enroll in one Fair Housing training course per year, during the effective period of this Voluntary Compliance Agreement. Identified training courses should be submitted to HUD in advance for concurrence and approval. All tuition and travel for this training is to be paid by the City and shall not be required to exceed \$800.00 per year. The City may, in its discretion, exceed the amount of \$800.00 per year. HUD shall provide technical assistance, if requested, to help the City find an appropriate training course. The Fair Housing Officer may not count attendance at the public education and outreach activities mandated by this Agreement as satisfying the training requirement required by this paragraph. Use of HUD funds for this purpose is acceptable so long as it is permitted by applicable program directives.
- Monitor, analyze, and report upon the City's implementation of all Affirmatively Furthering Fair Housing activities. Reports shall be submitted as provided for below in Section V.
- Develop an in-take process for handling potential Fair Housing discrimination inquiries or complaints. He or she shall develop a Fair Housing in-take packet, which documents all complaints or inquiries received by the City. The intake-process must be approved by HUD.
- Refer potential housing discrimination complaints to the Fair Housing Partnership of Greater Pittsburgh, Inc., the Pennsylvania Human Relations Commission, or the U. S. Department of Housing and Urban Development.
- Maintain a log of all complaints referred to the Fair Housing Partnership of Greater Pittsburgh, Inc., the Pennsylvania Human Relations Commission, or the U. S. Department of Housing and Urban Development.
- Maintain documentation of all fair housing activities such that HUD may inspect them and determine the scope of compliance with fair housing requirements.

- Collaborate with Fair housing organizations, private non-profit and or states and localities to assist in fair housing planning and to address impediments to fair housing choice

4. City of McKeesport's website:

The City will provide a prominent link to fair housing information on the homepage of the City's website. The content will include, at a minimum, information on fair housing rights and how to file a housing discrimination complaint. The website will also provide web-links to the Fair Housing Partnership of Greater Pittsburgh, Inc., the Pennsylvania Human Relations Commission, and the Office of Fair Housing and Equal Opportunity of the U. S. Department of Housing and Urban Development. Prior to posting on the website, the content must be approved by HUD.

5. City of McKeesport Fair Housing Brochure:

The City will develop a fair housing brochure. The content of the brochure will provide information on Fair Housing rights and how to file a housing discrimination complaint. The brochure will include contact information for the Fair Housing Partnership of Greater Pittsburgh, Inc., the Pennsylvania Human Relations Commission, and the Office of Fair Housing and Equal Opportunity of the U. S. Department of Housing and Urban Development. The City will display the brochure for public distribution at city government offices open to the public and coordinate with local housing-related agencies, banks, real estate offices, etc. for additional distribution of the Fair Housing brochure. The City will track and maintain records on the distribution of the brochures. Prior to printing and distribution, the brochure must be approved by HUD.

6. Post and display Equal Housing Opportunity Posters provided by HUD FHEO in prominent locations in government offices open to the public and other public buildings to promote Fair Housing opportunities in the City of McKeesport.

7. Mobility Counseling Program:

McKeesport will make an effort to establish a working relationship with staff at the Fair Housing Partnership of Greater Pittsburgh, Inc.'s Mobility Counseling Program for the referral of individuals seeking rental and homeownership housing opportunities in the City of McKeesport. Upon establishing a working relationship, it shall work jointly with the McKeesport Housing Authority to make all Housing Choice Voucher

holders aware of the Mobility Counseling Program, and refer them to that program if they express an interest in participating.

8. List of Projects from Studies, from AI, and subsequent responsive measures.

HUD has identified two census tracts within McKeesport that are areas of significant minority concentration: tracts 5521 and 5523. McKeesport has provided HUD with a number of studies conducted between the years 2002 and 2008. These studies analyze and provide some analysis and recommendations with respect to some of the social, demographic, economic, environmental, and physical challenges the City faces. These studies are listed here as follows:

- a. NRSA Study of the Seventh Ward of the City of McKeesport accomplished by Urban Design Ventures, LLC, 2006.
- b. Communities that Care Youth Survey Report, 2008
- c. Walnut-Market Corridor Study, 2002
- d. McKeesport Healthier Communities PartnerSHIP Reports, 2007-8 and 2005-2008.
- e. City of McKeesport: A Plan for Neighborhood Revitalization, 2008
- f. Weed and Seed Initiative Crime & Safety Partnership Survey, 2007

Because of the extraordinary size of the last two studies listed, McKeesport has not provided copies to HUD. McKeesport agrees to provide HUD personnel on-site access to these reports upon request.

Two of these studies provide some analysis with respect to parts of the two minority-concentrated census tracts listed above: the NRSA study, and the Walnut-Market Corridor study. The other studies speak to more generalized challenges that exist throughout the city. With respect to these studies, and its recent update to its Analysis of Impediments, McKeesport shall accomplish the following:

- (1) Within twelve months of the Effective Date of this Agreement, the City shall submit to HUD a detailed list of potential projects that could be carried out in, or that would substantially affect, census tracts 5521 and/or census tract 5523. These potential projects shall be designed to ameliorate or be responsive to (1) the findings, conclusions, and recommendations found in one or more of the studies, (2) any social, economic, environmental, or physical challenges or problems identified or discussed in the studies even though no findings or recommendations may have been made about them in the studies, or (3) any of the impediments listed in McKeesport's most recent Analysis of Impediments. McKeesport may also add items to the list that do not

address specific topics covered in the studies or the AI, so long as they are designed to affirmatively further fair housing choices in the targeted census tracts.

- (2) Between twelve and twenty-four months from the Effective Date of this Agreement, the City shall program no less than \$10,000.00 to initiate and/or complete one or more items on the list.
 - (3) Between twenty-four and thirty-six months from the Effective Date of this Agreement, the City shall program no less than an additional \$10,000.00 to initiate and/or complete one or more items on the list.
9. Develop a housing program, whereby homeowners, tenants, and landlords can apply for financial assistance for disability-related modifications to a dwelling unit to make accessibility improvements out of the HOME funds up to \$50,000.00 per year out of each grant allocation, including FY10 and FY11. The program will provide financial support and technical assistance to homeowners, tenants, and landlords seeking to make or improve disability-related modifications to dwelling units. HUD FHEO will support the City in its negotiations to accommodate these arrangements with the Allegheny County Department of Development who is the lead agent of Consortium. The City will further propose and support to the Consortium that landlords should be included in the County program.
10. Develop a program whereby private landlords are offered the opportunity to be trained on their obligations to provide reasonable modifications and reasonable accommodations to tenants under the Fair Housing Act. This requirement may be met by specifically targeting local landlords for advertising as a part of the requirement described in corrective action #1, above. The City will also include an affirmative marketing strategy to assist landlords in identifying individuals that are least likely to apply. This strategy will be disseminated to all landlords through-out the City.
11. Develop a promotional fact-sheet on Fair Housing Act and Section 504 reasonable accommodations for persons with disabilities. The City will display the fact-sheet for public distribution at city government offices open to the public and coordinate with local housing-related agencies on the distribution of the fact-sheet. HUD will provide technical assistance to the City and must approve the content of the fact-sheet. The City will track and maintain records on the distribution of the fact-sheet.
12. Zoning Ordinance:

VCA Year-One: Within nine months of the Effective Date of this Agreement, provide HUD with a copy of the City's zoning ordinance, along with a memorandum identifying and analyzing the provisions in the

ordinance that are outdated, unduly restrictive, and do or may violate the Fair Housing Act, the Americans with Disabilities Act, and other Federal and State laws related to fair housing.

VCA Year-Two: Within 20 months of the Effective Date of this agreement, provide HUD with a draft of revisions to the zoning ordinance that are consistent with the findings reported in Year One.

VCA Year-Three: Within 27 months of the Effective Date of this Agreement, present the draft zoning ordinance to McKeesport City Council for their consideration. Provide HUD with a written report of the results.

13. The City will continuously support transportation services by collaborating with the McKeesport Housing Authority, non-profit service providers, and other community service agencies. Such support shall include assuring reliable transportation services for the elderly and disabled McKeesport residents.

14. Section 3 of the Housing and Urban Development Act of 1968:

VCA Year-One: Within eight months of the Effective Date of this Agreement, submit a Section 3 Plan that outlines how the City will meet the goals set for years two and three, below. Such plan shall include the identification of existing Section 3 Business Concerns, and methods the City will use to expand the list of Section 3 Business Concerns.

VCA Year-Two: To the greatest extent feasible under the circumstances, ensure that 15% of all HUD-funded contracts and sub-contracts awarded by the City of McKeesport or its contractors will be awarded to Section 3 Business Concerns and 30% of all new-hires will be Section 3 Residents during FY 2013 (this shall be calculated on the City's fiscal year, if different from the Federal fiscal year). There will be no monetary threshold for Section 3 applicability during the period of the VCA.

VCA Year-Three: To the greatest extent feasible under the circumstances, ensure that 20% of all HUD-funded sub-contracts awarded by the City of McKeesport will be awarded to Section 3 Business Concerns and 30% of all new-hires will be Section 3 Residents during fiscal year 2014.

Failure to meet these Section 3 goals shall not be considered a breach of this Agreement if HUD, in its discretion concludes, based on clear and convincing evidence, that McKeesport made a strong, good-faith effort to meet the goals but was unable to do so because of factors beyond its control.

B. Relief in the Public Interest:

1. Within the sixty day (60) of this Agreement, the Fair Housing Officer and non-bargaining unit employees deemed by the City shall undergo at least one hour of fair housing training, to be provided by HUD. The training will take place in a location provided by the City, and may be accomplished in multiple sessions for scheduling convenience, at McKeesport's discretion. McKeesport shall provide HUD with a proposed list of employees who will undergo such training. The training shall be scheduled by the Parties at a mutually agreeable time, but must occur within the sixty (60) days of this Agreement.

C. Public Notice:

Within thirty (30) days of the Effective Date, of this Agreement, McKeesport shall publish a Notice in a newspaper of general circulation regarding this VCA. The Notice will provide a brief summary of the general provisions of this Agreement and indicate that it is available for inspection at the City Clerk's Office from 8 am to 4 pm. Within ten days of the Effective Date of this Agreement, HUD will provide McKeesport the proposed written Notice.

V. REPORTING AND COMPLIANCE REQUIREMENTS

A. Reporting:

1. McKeesport shall submit bi-annual reports to HUD for the duration of the Agreement, detailing its progress in complying with this Agreement. These reports shall be submitted both electronically and in hard copy, in a format compatible with Microsoft Office software.
2. The reports shall contain, at a minimum, the following information on each required corrective action listed above: progress made, work remaining, reason(s) for any delay, and dates of completion/proposed completion. The reports shall be signed and certified as accurate by the Fair Housing Officer, on behalf of McKeesport. The reports will have evidence/documentation attached or included, when appropriate.
3. Reports shall be made bi-annually until McKeesport has fully completed the work required to accomplish all the corrective actions required under this Agreement.
4. Bi-annual reports shall cover activity during each calendar year quarter and shall be due the last day of the month following the end of the half (July 31 and January 31). The first bi-annual report shall be due at the end of the first full half-year that passes after the Effective Date, and shall cover all activity from the Effective Date to the end of that half.

B. General:

1. For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report shall be due the first business day following the weekend or holiday.
2. For the purpose of this Agreement, the reporting materials must be mailed to:

Donna Chernoff, Equal Opportunity Specialist
Department of Housing and Urban Development
FHEO, Pittsburgh Field Office
1000 Liberty Avenue, 10th Floor
Pittsburgh, Pennsylvania 15222.

VI. RECORDKEEPING REQUIREMENTS

During the term of this Agreement, McKeesport shall maintain adequate files along with all materials relating to McKeesport's implementation of this Agreement.

VII. MONITORING AND REPORTING

McKeesport agrees that HUD is entitled to monitor and evaluate its compliance with this VCA. HUD may inspect, and may interview any witnesses, including McKeesport's employees, its hired contractors and their employees. HUD is entitled to receive, upon request, any documents which may have a bearing on McKeesport's performance under, or compliance with, this VCA. McKeesport has an affirmative obligation to identify all closely related documents when HUD requests documents, even though the request may not specifically identify those particular documents. McKeesport agrees to fully cooperate in any HUD monitoring activity. McKeesport will take all actions necessary to facilitate HUD monitoring activities.

VIII. BREACH AND TECHNICAL ASSISTANCE

1. A material breach of this VCA may result in the suspension or termination of, or refusal to grant or continue, Federal financial assistance, or any other actions authorized by law, including referral to the Department of Justice.
2. If HUD determines that McKeesport has materially breached its duties hereunder, it shall notify McKeesport, in writing, of such determination by either first class U.S. mail or by private delivery (i.e., FEDEX or UPS). The written notice shall identify the specific basis for the breach, and shall cite evidence thereof, as appropriate to the circumstances. McKeesport will be deemed to have received the written notice of breach

three days after mailing, if first class U.S. mail is used. McKeesport shall then have fifteen (15) business days after receipt of such notice to remedy the breach, or to provide HUD with a reasonable justification or explanation to rebut HUD's finding of breach. HUD may, in its discretion, provide, in writing, for a longer period to remedy the breach, depending upon the particular circumstances. If the breach is remedied to HUD's satisfaction within fifteen (15) business days, or as otherwise specified by HUD, HUD shall take no further action with respect to the breach. If the breach is not remedied but HUD accepts McKeesport's explanation or justification, HUD may, in its discretion, prescribe additional duties or procedures upon McKeesport to remedy the situation or prevent it from recurring.

3. In instances where HUD has determined that McKeesport has committed a non-material or *de minimus* breach of its duties hereunder, HUD will provide notice thereof to McKeesport by any reasonable means and, to the extent warranted, shall provide technical assistance to McKeesport to correct the identified problem.

4. HUD will provide technical assistance to McKeesport any time McKeesport requests such assistance, so long as such assistance is consistent with HUD's available resources, and is consistent with relevant statutes, rules, regulations, and policies.

IX. MODIFICATION AND TERMINATION

1. This VCA may only be modified or amended in a writing, signed by the Parties, that specifically states that its purpose is to amend or modify this VCA.

2. This VCA shall terminate three years from the Effective Date. ,

3. Prior to the third anniversary of the effective date, HUD shall perform a final review of McKeesport's performance under this Agreement, the form and substance of which shall be determined by HUD in its sole discretion. Upon completion of its review, HUD shall issue a letter to McKeesport either confirming that it is in full compliance, or notifying McKeesport that further action is required to achieve full compliance. Notwithstanding the provision in paragraph IX.2 above, this VCA shall not terminate until such time as HUD determines that McKeesport is in full compliance with all requirements of this Agreement.

4. If HUD determines that further action is required to achieve full compliance, it shall identify the deficiencies it has found, and specify a time frame within which McKeesport must take corrective actions. In such instances, HUD will re-evaluate McKeesport's compliance status after the corrective actions have been taken. The process described in paragraph IX.3 and this paragraph shall repeat until HUD determines that McKeesport is in full compliance.

X. MISCELLANEOUS

1. The provisions of this VCA are severable. Should any competent authority find any of its individual provisions unlawful or unenforceable, the remainder of the provisions shall remain unaffected.
2. This VCA is the entire agreement between the Parties with respect to remedying HUD's finding that McKeesport has failed to Affirmatively Further Fair Housing. Any prior or contemporaneous agreements between HUD and McKeesport regarding McKeesport's non-compliance with the duty to affirmatively further fair housing, whether oral or written, are hereby merged in this VCA and shall be of no force and effect. This clause shall not be deemed under any circumstances to inhibit HUD or any other agency or representative of the United States Government from performing any of their normal regulatory functions with respect to McKeesport.
3. With respect to the duty to affirmatively further fair housing, HUD's sole remedy for any alleged shortcomings shall be enforcement of the terms and conditions of this VCA, until such time as this VCA shall terminate.
4. This Agreement may be signed and executed on separate signature pages by the respective parties to expedite the execution process.
5. Any notice or other communication provided for in this Agreement must be in writing and delivered to the following:

If to HUD:

Michael Jansen
Director
Office of Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development
Pittsburgh Field Office
1000 Liberty Avenue, 10th Floor
Pittsburgh, PA 15222

If to McKeesport:

To the Mayor of McKeesport, until the Fair Housing Officer is appointed pursuant to Section V.3 of this Agreement. After such appointment, to the Fair Housing Officer.
500 Fifth Avenue
McKeesport, PA 15132

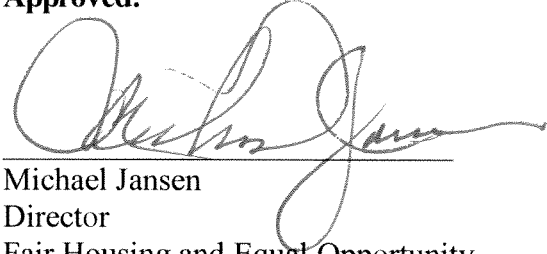
XI. SIGNATURES

Intending to be legally bound, the representatives of McKeesport and HUD hereby execute this Agreement on the dates indicated, and, by their signatures, affirm that they have authority to legally bind McKeesport, and HUD, respectively:

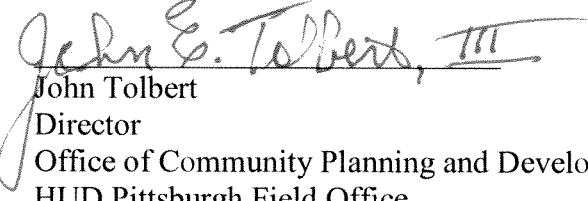


Mayor, McKeesport Date 10/28/11

Approved:

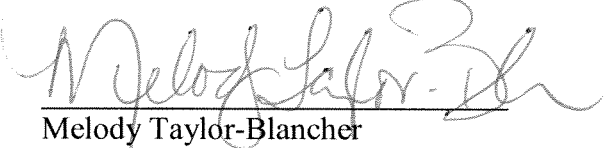


Michael Jansen Date 11/02/2011
Director
Fair Housing and Equal Opportunity
HUD Pittsburgh Field Office



John Tolbert Date 11/02/2011
Director
Office of Community Planning and Development,
HUD Pittsburgh Field Office

Approved:



Melody Taylor-Blancher Date 11/3/2011
Director, Region III
Fair Housing and Equal Opportunity Division
U.S. Department of Housing and Urban Development